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**MODIFICATION TO AND  
RATIFICATION OF OIL AND GAS LEASE  
AND RATIFICATION OF AMENDED UNIT DESIGNATION**

STATE OF TEXAS                                 }  
  }  
COUNTY OF TARRANT                         }       **KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, effective March 29, 2006, Tindall Investments, Ltd., a Texas limited partnership, as lessor ("Tindall"), executed an Oil and Gas Lease (No Surface Use) in favor of Dale Resources, L.L.C., as lessee, said lease (the "Subject Lease") being unrecorded but a Memorandum of same being recorded as Instrument No. D206153837, Real Property Records, Tarrant County, Texas. The Subject Lease covers certain lands more fully described therein (hereinafter referred to as the "Subject Property"); and

**WHEREAS**, by conveyance dated to be effective December 1, 2006, Dale Resources, L.L.C. conveyed its right, title and interest in and to the Subject Lease to Chesapeake Exploration Limited Partnership, an Oklahoma limited partnership, which Conveyance is recorded as Instrument No. D206409245, Real Property Records, Tarrant County, Texas (the "Assignment"); and

**WHEREAS**, Chesapeake Exploration Limited Partnership was subsequently merged into Chesapeake Exploration, L.L.C., an Oklahoma limited liability company (hereinafter referred to as "Chesapeake"); and

**WHEREAS**, by Declaration of Pooled Unit – Tindall Unit executed to be effective as of September 19, 2007, recorded as Instrument No. D208002827, Real Property Records, Tarrant County, Texas ("Original Unit Declaration"), Chesapeake declared the establishment of a unit containing 126.16 acres, designated as the Tindall Unit, and including certain of the Subject Property as described in the Subject Lease; and

**WHEREAS**, by Amended Declaration of Gas Unit – Tindall Unit dated <sup>effective</sup> Sept. 19, 2007, 2008 and recorded as Instrument No. D208377463, Real Property Records, Tarrant County, Texas ("Amended Unit Declaration"), Chesapeake amended the Original Unit Declaration, increased the unit acreage to 155.491 acres (the "Amended Unit") and included therein all of the Subject Property stipulated to contain 29.674 acres; and

**WHEREAS**, it is the desire of Tindall, as lessor under the Subject Lease, to adopt, ratify and confirm the Subject Lease, as the same is modified hereby, and the Amended Unit and to stipulate that the Subject Lease, as the same is modified hereby, and Amended Unit Declaration are valid and in full force and effect.

**NOW, THEREFORE**, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, including the terms and provisions of a letter agreement of even date between the parties hereto, to which reference is made, Tindall and Chesapeake have entered into this Modification to and Ratification of Oil and Gas Lease and Ratification of Unit Declaration ("Agreement") and agree to the following:

1. Paragraph 3 of the Subject Lease is modified, effective as of March 29, 2006, the original effective date of the Subject Lease, to provide that wherever the term "25%" appears therein as the royalty payable to the lessor under the Subject Lease, said term shall read "26%."

2. Tindall, as the lessor under the Subject Lease, does hereby **RE-GRANT, RE-DEMISE, RE-LEASE AND RE-LET** unto the lessee of the Subject Lease, its successors and permitted assigns, the Subject Property, which the parties stipulate and agree contains not less than 29.674 mineral acres, whether actually more or less, and does further **ADOPT, RATIFY, STIPULATE AND CONFIRM** that the Subject Lease, as modified hereby, is in full force and effect. The foregoing grant is without warranty of any kind, including any warranty otherwise arising by operation of law. For the same consideration, Tindall does hereby ratify, adopt and confirm the Amended Unit, and declares such unit to be in full force and effect. For the same consideration, Tindall does further hereby consent to the Assignment.

3. Except as expressly provided herein, this Agreement does not amend, alter, or waive any provision of the Subject Lease.

EXECUTED this 6<sup>th</sup> day of October, 2008, but effective as of March 29, 2006, being the original effective date of the Subject Lease.

TINDALL INVESTMENTS, LTD.,  
a Texas limited partnership

By: TINDALL INVESTMENTS, G.P., INC.,  
a Texas corporation, as General partner

By: 

J. Scott Tindall, President

CHESAPEAKE EXPLORATION, L.L.C.,  
an Oklahoma limited liability company

By: 

Henry J. Hood  
Senior Vice President - Land & Legal  
and General Counsel

Joined in for purposes of evidencing its  
acquiescence herein:

Dale Property Services, L.L.C., as authorized  
Agent of Chesapeake Exploration, L.L.C.

By: 

Printed Name: MIKE TALIAFERRO

Title: PRESIDENT

*Jan 05m*

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA       §  
  §  
COUNTY OF OKLAHOMA   §


This instrument was acknowledged before me on this 6<sup>th</sup> day of October, 2008, by Henry J. Hood, as Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company.

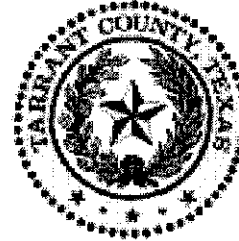
Given under my hand and seal the day and year last above written.

  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



 Please Return to:  
**Dale Resources, LLC**  
**ATTN: Jenae Whatley**  
3000 Alta Mesa Boulevard, Suite 300  
Fort Worth, Texas 76133



JENAE WHATLEY  
DALE RESOURCES  
3000 ALTA MESA BLVD 300  
FTW TX 76133

Submitter: DALE RESOURCES LLC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 09/23/2009 02:41 PM  
Instrument #: D209254403  
OPR 4 PGS \$24.00

By: \_\_\_\_\_



**D209254403**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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